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TREATIES AND OTHER INTERNATIONAL ACTS SERIES 9609

SCIENTIFIC RESEARCH AND TECHNOLOGICAL DEVELOPMENT

Agreement Between the
UNITED STATES OF AMERICA
and INDONESIA

Signed at Washington December 11, 1978

with

Exchange of Letters

NOTE BY THE DEPARTMENT OF STATE

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INDONESIA

Scientific Research and Technological Development

Agreement signed at Washington December 11, 1978;
Entered into force October 5, 1979.
With exchange of letters.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF INDONESIA FOR COOPERATION IN SCIENTIFIC RESEARCH AND TECHNOLOGICAL DEVELOPMENT

The Government of the United States of America and the Government of the Republic of Indonesia,

Desiring to promote further the close and friendly relations existing between them,

Considering their common interest in promoting scientific research and technological development,

Recognizing the benefits to be derived by both States from close cooperation in these fields,

Have agreed as follows:

ARTICLE 1

The two Governments, hereinafter referred to as the "Parties", shall promote cooperation between the two countries in scientific research and technological development for peaceful purposes.

The principal purposes of this Agreement are to strengthen the scientific and technological capabilities of both countries, and broaden and expand relations between the scientific and technological communities.

ARTICLE 2

Cooperation under this Agreement will be undertaken in mutually agreed areas pertaining to basic human needs, energy and natural resources, technology relevant to providing the basis for industrial development, and such other areas of science and technology as may be agreed.

ARTICLE 3

The cooperation contemplated in this Agreement may include exchanges of scientific and technological information, exchanges of scientists and other research and technical personnel, the conduct of joint or coordinated research projects, the convening of joint seminars and meetings, the execution of joint technological development tasks, and other forms of scientific and technological cooperation as may be mutually agreed.

ARTICLE 4

Pursuant to the aims of this Agreement, the two Parties will encourage and facilitate, where appropriate, the development of direct contacts and cooperation between governmental agencies, universities, research centers and corporations in the United States and such Indonesian governmental agencies, universities, research centers and corporations as may be approved by the Government of Indonesia, and the conclusion of implementing arrangements between them for the conduct of cooperative activities under this Agreement.

ARTICLE 5

Scientists, technical experts, governmental agencies and institutions of third countries or international organizations may, in appropriate cases, be invited by the two Parties to participate, at their own expense unless otherwise agreed, in projects and programs being carried out under this Agreement.

ARTICLE 6

Unless otherwise provided for in an implementing arrangement, each Party or participating entity shall bear the cost of its participation and that of its personnel in cooperative activities under this Agreement. Should either Party or an entity thereof wish to use technical or professional services made available to it by the other Party, the assumption of costs, both direct and indirect, shall be agreed upon by the entities involved.

ARTICLE 7

Cooperative activities under this Agreement shall be subject to the availability of appropriated funds and to the applicable laws and regulations in each country.

ARTICLE 8

In order to promote the implementation of this Agreement, representatives of the Parties shall meet as required to exchange information on the progress of programs, projects, and activities of common interest. Experts or groups of experts may be appointed to discuss individual questions.

ARTICLE 9

Scientific and technological information of a nonproprietary nature arising from the cooperative activities under this Agreement shall be made available, unless it is agreed otherwise under specific circumstances, to the world scientific community through customary channels and in accordance with the normal procedures of the participating entities.

The disposition of patents, designs and other industrial and intellectual property arising from the cooperative activities under this Agreement will be provided for in the implementing arrangements referred to in Article 4.

ARTICLE 10

An implementing arrangement concluded in accordance with Article 4 of this Agreement shall, if necessary, include provision for liability with respect to damages arising from activities under that implementing arrangement.

A participant in an implementing arrangement under Article 4 of this Agreement shall use its best efforts to ensure the accuracy of any scientific and technological information and the suitability of any materials and equipment supplied by it pursuant to the terms of the implementing arrangement.

ARTICLE 11

Each of the Parties shall, to the extent permitted by applicable laws and regulations, adopt necessary measures to facilitate the entry into and exit from their respective territories of those persons and their dependents who carry out activities under this Agreement or under arrangements established in accordance with Article 4. The personal effects of the persons referred to in this Article, as well as the equipment necessary for the exercise of their activities, will be admitted in conformity with the existing laws and regulations of each Party.

ARTICLE 12

Nothing in this Agreement shall be construed to prejudice other arrangements for scientific and technological cooperation between the two Parties.

Likewise nothing in these other arrangements between the two Parties shall apply to this Agreement.

ARTICLE 13

Disputes concerning the interpretation or application of this Agreement shall be resolved amicably by consultation between the two Parties.

ARTICLE 14

This Agreement shall enter into force on the date of the receipt of the note by which the Government of Indonesia communicates to the Government of the United States of America that the Agreement has been approved in accordance with Indonesia's constitutional procedure.[1]

This Agreement shall remain in force for a period of five years. It may be modified or extended by mutual agreement by the Parties.

The termination of this Agreement shall not affect the validity or duration of any arrangements made under it.

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[1] Oct. 5, 1979.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

DONE at Washington, this eleventh day of December, 1978, in duplicate, in the English and Indonesian languages, both being equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

Lacy Wilson Benson[1]

FOR THE GOVERNMENT OF THE REPUBLIC OF INDONESIA:

[2]

[1] Lacy Wilson Benson.
[2] D. Ashari.

PERSETUJUAN
ANTARA
PEMERINTAH AMERIKA SERIKAT
DAN
PEMERINTAH REPUBLIK INDONESIA
UNTUK
KERJASAMA DALAM RISET ILMIAH DAN PENGEMBANGAN TEKNOLOGI

Pemerintah Amerika Serikat
dan
Pemerintah Republik Indonesia,
Berhasrat untuk lebih meningkatkan hubungan yang erat dan bersahabat yang telah terjalin antara mereka,
Mengingat kepentingan bersama mereka dalam memajukan riset ilmiah dan pengembangan teknologi,
Menyadari manfaat-manfaat yang akan diperoleh kedua negara dari kerjasama yang erat dalam bidang-bidang ini,
Telah menyetujui sebagai berikut :

Pasal 1

Kedua Pemerintah, selanjutnya disebut "Pihak-Pihak", akan memajukan kerjasama di antara kedua negara dalam riset ilmiah dan pengembangan teknologi untuk maksud-maksud damai.

Tujuan-tujuan utama dari Persetujuan ini adalah untuk memperkuat kemampuan-kemampuan ilmiah dan teknologi kedua negara, dan memperluas serta mengembangkan hubungan-hubungan antara masyarakat-masyarakat ilmiah dan teknologi.

Pasal 2

Kerjasama dalam rangka Persetujuan ini akan dilakukan dalam bidang-bidang yang saling disepakati yang berhubungan dengan kebutuhan-kebutuhan dasar manusia, energi

dan sumber-sumber daya alam serta teknologi yang cocok dengan peletakan landasan bagi perkembangan industri, dan bidang-bidang ilmiah dan teknologi lainnya yang akan disepakati bersama.

Pasal 3

Kerjasama yang dimaksudkan dalam Persetujuan ini dapat meliputi pertukaran informasi ilmiah dan teknologi, pertukaran ilmiawan dan tenaga peneliti dan teknis lainnya, penyelenggaraan proyek-proyek penelitian bersama atau terkoordinir, penyelenggaraan pertemuan dan seminar bersama, pelaksanaan pekerjaan-pekerjaan pengembangan teknologi bersama, serta bentuk-bentuk kerjasama ilmiah dan teknologi lainnya yang akan disepakati bersama.

Pasal 4

Sesuai dengan maksud-maksud Persetujuan ini, kedua Pihak akan mendorong dan akan memperlancar, dimana wajar, pengembangan hubungan-hubungan dan kerjasama langsung antara instansi-instansi Pemerintah, universitas-universitas, pusat-pusat penelitian serta badan-badan hukum di Amerika Serikat dan instansi-instansi, universitas-universitas, pusat-pusat penelitian serta badan-badan hukum Pemerintah Indonesia, yang dapat disetujui oleh Pemerintah Indonesia, dan dibuatnya pengaturan-pengaturan pelaksanaan di antara mereka untuk melaksanakan kegiatan-kegiatan kerjasama dalam rangka Persetujuan ini.

Pasal 5

Ilmiawan-ilmiawan, tenaga-tenaga ahli teknis, instansi-instansi Pemerintah dan lembaga-lembaga dari negara ketiga atau organisasi internasional, dalam keadaan-keadaan yang layak, dapat diundang oleh kedua

Pihak untuk ikut serta dalam proyek-proyek dan program-program yang diselenggarakan dalam rangka Persetujuan ini atas biaya sendiri kecuali disepakati lain.

Pasal 6

Kecuali jika ditentukan lain dalam suatu pengaturan pelaksanaan, tiap-tiap Pihak atau badan yang turut serta menanggung sendiri biaya penyertaannya dan biaya personalianya dalam kegiatan-kegiatan kerjasama dalam rangka Persetujuan ini. Dalam hal salah satu Pihak atau badan dari padanya ingin menggunakan jasa-jasa teknis atau keahlian yang disediakan padanya oleh Pihak lain, maka perkiraan biaya langsung maupun tidak langsung disetujui oleh badan-badan yang bersangkutan.

Pasal 7

Kegiatan-kegiatan kerjasama dalam rangka Persetujuan ini disesuaikan dengan tersedianya dana-dana yang telah disetujui dan sesuai dengan peraturan perundang-undangan yang berlaku di tiap-tiap negara.

Pasal 8

Untuk memajukan pelaksanaan Persetujuan ini, wakil-wakil dari Pihak-Pihak akan bertemu sesuai dengan keperluan untuk mempertukarkan informasi tentang kemajuan program-program, proyek-proyek serta kegiatan-kegiatan dalam rangka kepentingan bersama. Tenaga-tenaga ahli atau kelompok-kelompok tenaga ahli dapat ditunjuk untuk membahas masalah-masalah tertentu.

Pasal 9

Informasi ilmiah dan teknologi, atas mana tidak

ada hak-hak, yang dihasilkan dari kegiatan-kegiatan kerjasama dalam rangka Persetujuan ini, kecuali disepakati lain dalam keadaan-keadaan tertentu, disediakan bagi masyarakat ilmiah dunia melalui saluran-saluran yang biasa dipakai dan sesuai dengan prosedur-prosedur yang lazim dari badan-badan yang turut serta.

Pelepasan hak-hak paten, desain-desain serta hak milik industri dan intelektual lainnya yang dihasilkan dari kegiatan-kegiatan kerjasama dalam rangka Persetujuan ini akan diatur dalam pengaturan-pengaturan pelaksanaan tersebut dalam Pasal 4.

Pasal 10

Suatu pengaturan pelaksanaan yang dibuat sesuai dengan Pasal 4 dari Persetujuan ini, jika diperlukan, memuat ketentuan-ketentuan tentang pertanggunganjawab terhadap kerusakan-kerusakan yang timbul dari kegiatan-kegiatan dalam rangka pengaturan pelaksanaan bersangkutan.

Peserta dalam pengaturan pelaksanaan dalam rangka Pasal 4 dari Persetujuan ini menggunakan segala kemampuannya untuk menjaga ketepatan setiap informasi ilmiah dan teknologi dan kesesuaian setiap bahan dan peralatan yang diserahkan olehnya sesuai dengan syarat-syarat dari pengaturan pelaksanaan.

Pasal 11

Setiap Pihak, sepanjang dimungkinkan oleh peraturan perundang-undangan yang berlaku, mengambil langkah-langkah seperlunya untuk melancarkan keluar masuknya dari dan ke wilayahnya masing-masing orang-orang dan tanggungannya yang melaksanakan kegiatan-kegiatan dalam rangka Persetujuan ini atau pengaturan-pengaturan yang dibuat sesuai dengan Pasal 4. Barang-barang milik pribadi orang-orang tersebut dalam Pasal ini demikian pula peralatan yang diperlukan untuk pelaksanaan kegiatan-kegiatan

mereka akan dimasukkan sesuai dengan peraturan perundang-undangan yang berlaku dari tiap-tiap Pihak.

Pasal 12

Tidak sesuatupun dalam Persetujuan ini dapat ditafsirkan sebagai mengurangi pengaturan-pengaturan lain di bidang kerjasama pengetahuan dan teknologi antara kedua Pihak.

Demikian pula, tidak sesuatupun dalam pengaturan-pengaturan lainnya ini yang diadakan antara kedua Pihak berlaku terhadap Persetujuan ini.

Pasal 13

Perselisihan-perselisihan mengenai penafsiran atau penerapan Persetujuan ini diselesaikan secara bersahabat melalui konsultasi antara kedua Pihak.

Pasal 14

Persetujuan ini mulai berlaku pada tanggal penerimaan Nota dari Pemerintah Indonesia yang memberitahukan kepada Pemerintah Amerika Serikat bahwa Persetujuan ini telah disetujui sesuai dengan prosedur konstitusional Indonesia.

Persetujuan ini akan tetap berlaku untuk jangka waktu lima tahun. Persetujuan ini dapat dirobah atau diperpanjang atas persetujuan bersama oleh kedua Pihak.

Pengakhiran berlakunya Persetujuan ini tidak mempengaruhi berlakunya atau masa berlakunya setiap pengaturan yang dibuat dalam rangka Persetujuan ini.

SEBAGAI BUKTI, yang bertandatangan dibawah ini yang dikuasakan oleh Pemerintah masing-masing, telah menandatangani Persetujuan ini.

DIBUAT di Washington tanggal 11 Desember 1978, dalam rangkap dua, dalam bahasa Indonesia dan Inggris, kedua-duanya mempunyai kekuatan hukum yang sama.

ATAS NAMA PEMERINTAH
AMERIKA SERIKAT

Lucy Wilson Benson

ATAS NAMA PEMERINTAH
REPUBLIK INDONESIA

[EXCHANGE OF LETTERS]

EMBASSY OF THE REPUBLIC OF INDONESIA
WASHINGTON, D. C. 20036

December 11, 1978

Dear Mrs. Benson :

With regard to the Agreement between the Government of the Republic of Indonesia and the Government of the United States of America for Cooperation in Scientific Research and Technological Development, signed today, I wish to stress the view of the Indonesian Government that neither the Agreement, nor any provision thereof, shall prejudice the position of Indonesia concerning the extent of its territory and areas under its jurisdiction or any other issue under discussion at the Third United Nations Conference on the Law of the Sea.

Very Truly Yours,

D. Ashari
Ambassador

The Honorable
Lucy Wilson Benson,
Under Secretary for Security Assistance,
Science and Technology
Department of State
Washington, D.C.

December 11, 1978

Dear Mr. Ambassador:

In reply to your letter of December 11, 1978, regarding the Agreement between the Government of the United States of America and the Government of the Republic of Indonesia for Cooperation in Scientific Research and Technological Development, signed today, I wish to inform you that the Government of the United States of America is in agreement with the view of the Government of the Republic of Indonesia that neither the Agreement, nor any provision thereof, shall prejudice the position of Indonesia concerning the extent of its territory and areas under its jurisdiction or any other issue under discussion at the Third United Nations Conference on the Law of the Sea.

I also wish to stress the view of the Government of the United States of America that neither the Agreement, nor any provision thereof, shall prejudice the position of the United States concerning the extent of its jurisdiction or any other issue under discussion at the Third United Nations Conference on the Law of the Sea.

Sincerely yours,

Lucy Wilson Benson

Lucy Wilson Benson

The Honorable
D. Ashari,
Ambassador of the Republic of Indonesia,
Washington, D.C.

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